The Commonwealth of Massachusetts

DEPARTMENT OF LABOR AND INDUSTRIES

REPORT

OF THE

BOARD OF CONCILIATION AND ARBITRATION

TOGETHER WITH THE

DECISIONS RENDERED BY THE BOARD

FOR THE

YEAR ENDING NOVEMBER 30, 1929

OFFICIALS

Commissioner
LEON O. WHITSETT

Assistant Commissioner
ETHEL M. JOHNSON

Associate Commissioners

Representing the Board of Conciliation and Arbitration and the Division of Industrial Safety

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REPORT OF THE BOARD OF CONCILIATION AND ARBITRATION

EDWARD FISHER, *Chairman*, HERBERT P. WASGATT, SAMUEL ROSS

On December 1, 1928, there were pending eight joint applications for arbitration; during the year 40 joint applications were filed, making a total of 48. Decisions were rendered in 39 cases, five were settled or withdrawn and four cases are now pending. In addition two petitions for normality certificates were filed.

CONCILIATION

As a whole the industrial disputes between employers and employees have been less the present year, both in numbers and in intensity, than during any of the past few years, and such disputes were in a great majority of instances speedily adjusted. The strike of the shoe operatives in Boston and vicinity, and later spreading to some extent to other places, while lasting for several weeks did not, except in a comparatively few instances, seriously interfere with this industry. Jurisdictional and other disputes in the building trades in Boston and vicinity occupied the time and attention of the Board on several occasions and settlements by the parties generally followed.

The Board on August 9 held conferences with the committees representing the steamship companies and longshoremen, members of the International Longshoremen's Association, relative to differences which involved a dispute as to a vehicle being used in unloading freight, resulting in a strike against the American-Hawaiian Steamship Company and a threatened strike as to other steamship lines. As a result of the conferences, suggestions were made by the Board which resulted in the differences being adjusted. At this conference reference was also made to a change desired by the steamship companies, to increase the weight of the swing load, so called. Later in the year, when the terms of the new agreement were under consideration, an agreement was reached relative to increasing this weight, but a dispute arose as to the "gang"; that is, the number of men to be employed in the work. It is understood that the parties finally reached an understanding to submit this issue to an arbitration board for determination.

Eastern Massachusetts Street Railway Company. Differences having arisen between the trustees of this company and their employees, members of the Amalgamated Association of Street and Electric Railway Employees of America, as to the provision of the new agreement relative to discipline cases, so called; that is, to suspension and discharge of employees, and as the time was fast approaching for the termination of the existing agreement, the Board on April 25 called the trustees and the committee representing the employees into a conference. At this conference the parties outlined to the Board their respective contentions, which involved only one provision of the new agreement, all the others having been mutually settled. The provision in dispute related, as already stated, to the matter of discipline cases; the representatives of the employees insisting upon retaining the provision in the present agreement which they had enjoyed, in substance, for many years, under the terms of which an employee suspended or discharged had the privilege, through the procedure they had provided for, of having the question of the justification of suspension or discharge arbitrated by a board to be established thereunder. The trustees in turn, for the reason then outlined, contended that the final authority for such suspension or discharge should rest with them and not be subject to arbitration. As a result of the conference and before its adjournment, the trustees submitted to the representatives of the employees the two following propositions as a basis of adjusting their differences:

1. That the trustees are willing to submit to the State Board of Conciliation and Arbitration the issue now existing between them and the Amalgamated and abide by its decision.
2. The trustees will continue to arbitrate all suspensions and discharges provided that the State Board of Conciliation and Arbitration is the arbitration tribunal in each case.

It was agreed that pending such consideration and action the terms of the present agreement should continue in effect without any cessation of work. At a subsequent conference held on May 1, the representatives of the employees informed the Board that the employees had voted in favor of accepting the first proposition, and thus what might have been a serious controversy was averted. Later on an application was presented, signed by the representatives of both parties, under the terms of which the authority of the Board was limited, to determine whether the present system was to be retained or the trustees were to have the final authority in the suspension or discharge of employees. The award of the Board appears among the list of its decisions.

Arbitration

The Board rendered decisions on 39 applications; of these six were pending from last year, the balance being applications filed in the current year.

Normality

Two petitions for normality certificates were filed, and after a hearing and an investigation certificates were issued in both cases.

Under the Consolidation Act, so called (Chapter 350, Acts of 1919), the Board of Conciliation and Arbitration became a part of the Department of Labor and Industries and the associate commissioners of this department assumed the duties and functions and retained the title of the Board of Conciliation and Arbitration. This year completing a decade, it seemed appropriate that a summary of some of the more important results of such consolidation, so far as relating to the work of this Board, be outlined. The consolidation, bringing as it has the offices and the activities of the Board into this department, has resulted in many ways in the material as well as the economic welfare of the commonwealth. This works also to the advantage and convenience of both employer and employee and others who may be seeking advice, information or data concerning industrial relations or other matters of an industrial nature over which the department has jurisdiction. Before the consolidation such information was obtainable only through separate departments and is now available directly through its various divisions. Material assistance and economy have resulted in taking advantage of the opportunity afforded to utilize the services of the employees to take care of any emergency or unusual activities that the Board or the department may be called upon to meet, and thereby the Board has been able to conduct its hearings upon investigations of labor controversies, when called upon to place the blame therefor, without as heretofore hiring stenographic assistance; and in addition, the services of the agent of the Board have not only been available at all times but have been utilized continuously in other department service, and in turn the Board has had occasion to use the services now and then of the inspectors of the division of industrial safety in securing information, etc. Finally, the Board itself, with its added duties as associate commissioners, has been brought into close contact with the problems of industry where the experience, information and knowledge so acquired have materially aided and assisted the Board in its work and further afforded an opportunity for the Board itself to make available for the department its knowledge, experience and information acquired in its line of work, thus co-ordinating the entire work of the department.

During this period the Board has arbitrated and decided an average of 244 cases annually; the greatest number, 537, being in the year 1922 and the least number being during the present year. The greater portion of these decisions has been in the shoe industry. In the matter of conciliation, the greatest number of disputes receiving the attention of the Board was 70 in the year 1921 and the least number during the present year. In the matter of normality petitions, the greatest number presented was in 1924, when 24 applications were received. These applications have gradually decreased annually and in 1927 and 1928 no applications were presented and during the present year only two were filed.

In addition, the Board, especially through its agent, has continued its activities in maintaining contact with employers and employees throughout the commonwealth, thereby securing information as to the industrial conditions and seeking to ascertain in advance any and all available information bearing upon the possibility or probability of industrial disputes arising. These ever increasing activities have amply justified themselves in the results obtained.

A survey of the entire period leads one to the conclusion, often expressed in the annual reports of the Board, that, taken as a whole, through the process of experience and a fuller and more complete appreciation on the part of both employers and employees of their industrial relations and their respective rights and obligations towards each other, the public and the industry itself, a more ready willingness to confer in advance and discuss differences has resulted, thereby preventing the occurrence of many serious labor controversies; also, where disputes have resulted in a cessation of work, an attitude of willingness to enter into a conference with the Board and use all reasonable efforts to reach a satisfactory adjustment. That such is the fact a survey of the industrial relations between employer and employee for the period of this decade gives ample evidence.

IST OF INDUSTRIES AFFECTED AND PRINCIPAL DIFFERENCES IN CONCILIATION AND ARBITRATION CASES

Conciliation

Industries Affected: Building, bill-posting, hosiery, paper, lumber, meat, shoe, steamip companies (freight handling), textile, transportation.
Principal Differences. Wages, working conditions, discharge.

Arbitration

Industries Affected	*Issues Arbitrated*
Coal	Wages
Shoe	Wages
Transportation	Working conditions

FINANCIAL STATEMENT

	1929 Appropriations	Expenditures	Unexpended Balance
ersonal services	$16,000.00	$8,134.03	$7,865.97
xpenses	4,000.00	1,863.69	2,136.31

PREFACE

In order to avoid unnecessary printing and make the report of decisions more comct, where expert assistance is used the introduction is shortened, the form being used s follows:

> Having considered said application, heard the parties by their duly authorized representatives concerning the work in question, its character and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards . . .

In cases where expert assistance is not used, the decision is printed in full. The ords at the end of each decision, "By the Board," etc., are omitted.

DECISIONS

GEORGE E. KEITH COMPANY—BROCKTON

DECEMBER 4, 1928

n the matter of the joint application for arbitration of a controversy between the George E. Keith Company, shoe manufacturer of Brockton, and sole-leather workers. (107)

The Board awards that the following prices shall be paid by the George E. Keith ompany at Brockton, for the work as there performed:

	Per Week
Sorting, counting and packing Celastic counters	$18.00
Sorting, counting and packing Celastic box toes	16.00
	Per 100 Pairs
Re-casing women's outersoles	$0.05
Moulding women's leather counters	.242

BENDER SHOE COMPANY—LYNN

DECEMBER 4, 1928

n the matter of the joint application for arbitration of a controversy between the Bender Shoe Company of Lynn and employees in the stitching department. (103)

The Board awards that there shall be no change in the prices paid by the Bender hoe Company at Lynn in the stitching department, for the work as there performed, xcept as follows: vamping, 10% increase in the piece prices.

LEONARD & BARROWS, INC.—MIDDLEBOROUGH

DECEMBER 11, 1928

n the matter of the joint application for arbitration of a controversy between Leonard & Barrows, Inc., shoe manufacturer of Middleborough, and heel-scourers. (111)

The Board awards that $0.01 extra per 12 pairs shall be paid by Leonard & Barrows, nc., at Middleborough for scouring one-half rolled heelseat, as the work is there performed.

By agreement of the parties this decision shall take effect as of October 24, 1928.

GEORGE E. KEITH COMPANY—BROCKTON

DECEMBER 12, 1928

In the matter of the joint application for arbitration of a controversy between the George E Keith Company, shoe manufacturer of Brockton, and vampers. (115)

The Board awards that the following prices shall be paid by the George E. Keith Company at Brockton, for the work as there performed:

Vamping on two-needle space-row machine; extra over price for vamping on two-needle close-row machine:

Factory No. 1; $0.08 per 24 pairs.
Factory No. 11, women's shoes; no change.

MARMON SHOE COMPANY—LYNN

DECEMBER 19, 1928

In the matter of the joint application for arbitration of a controversy between the Marmo Shoe Company of Lynn and cutters. (1)

Having considered said application and heard the parties by their duly authorize representatives concerning the work in question, its character, and the condition under which it is performed, the Board awards that $1.47 per 36 pairs shall be paid b the Marmon Shoe Company at Lynn for cutting quarter pattern No. 7043, as the wor is there performed.

By agreement of the parties this decision shall take effect as of the date of beginnir the work in question.

BANCROFT WALKER COMPANY—BOSTON

DECEMBER 27, 1928

In the matter of the joint application for arbitration of a controversy between Bancro Walker Company, shoe manufacturer of Boston, and packers. (113)

The Board awards that $22.50 per week shall be paid by Bancroft Walker Compar at Boston for packing shoes, as the work is there performed.

BENDER SHOE COMPANY—LYNN

DECEMBER 31, 1928

In the matter of the joint application for arbitration of a controversy between the Bend Shoe Company of Lynn and cutters. (109)

The Board awards that the following prices shall be paid by the Bender Shoe Co pany at Lynn, for the work as there performed:

Outside cutting, better grade (so-called pink-tag grade); 10% increase in piece prices.
Trimming cutting; no change.

THOMPSON BROTHERS SHOE COMPANY—BROCKTON

JANUARY 24, 1929

In the matter of the joint application for arbitration of a controversy between the Thomps Brothers Shoe Company of Brockton and vampers. (2)

The Board awards that $0.97 per 24 pairs shall be paid by the Thompson Broth Shoe Company at Brockton for vamping patterns Nos. 436 and 437 on the one-nee machine (two space rows and bar), as the work is there performed.

DIAMOND SHOE COMPANY, C. A. EATON COMPANY, GEORGE E. KEI COMPANY—BROCKTON

FEBRUARY 5, 192

In the matter of the joint applications for arbitration of a controversy between the Diam Shoe Company, C. A. Eaton Company and the George E. Keith Company, of Brockt and vampers. (3–5)

The Board awards that $0.10 extra per 24 pairs shall be paid by the Diamond Sh Company, C. A. Eaton Company and the George E. Keith Company at Brockton vamping shoes of genuine alligator leather, as the work is there performed.

SIGNAL SHOE COMPANY—BOSTON

MARCH 7, 1929

In the matter of the joint application for arbitration of a controversy between the Signal Shoe Company of Boston and cutters. (7)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Signal Shoe Company at Boston, for the work as there performed:

Cutting pattern No. 6291, Polka Dot tie:	*Per Pair*
Base price	$0.05
Notches	.005

By agreement of the parties this decision shall take effect as of the date of beginning the work in question.

BENDER SHOE COMPANY —LYNN

MARCH 20, 1929

In the matter of the joint application for arbitration of a controversy between the Bender Shoe Company of Lynn and wood-heelers. (9)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the following prices shall be paid by the Bender Shoe Company at Lynn, for the work as there performed:

Screw-machine system; welts:

Cuban heels:	*Per 36 Pairs*
Including jointing	$2.34
Moulding by machine	.18
Attaching, screw machine	.72
Celluloid; extra for cutting-on	.18
	Per Pair
Full Louis	$0.16
Slashing and gluing breast, special cut	.025
Moulding	.005
Attaching, screw machine	.02
Celluloid; extra for cutting-on	.005

Explanation: the operation on full-Louis heels consists of cutting-on and fitting in the usual manner, nailing tongue, gluing breast, skiving top and sides of flap, tucking under top-lift, wetting flap, marking flap and trimming, taping and removing tape; breast not sanded.

By agreement of the parties this decision shall take effect as of the date of beginning the work in question.

SIGNAL SHOE COMPANY—BOSTON

MARCH 20, 1929

In the matter of the joint application for arbitration of a controversy between the Signal Shoe Company of Boston and treers. (8)

The Board awards that $1.80 per 36 pairs shall be paid by the Signal Shoe Company at Boston for treeing shoes, as the work is there performed.

LEONARD & BARROWS, INC.—MIDDLEBOROUGH

APRIL 4, 1929

In the matter of the joint application for arbitration of a controversy between Leonard & Barrows, Inc., shoe manufacturer of Middleborough, and lasters. (6)

The Board awards that the following prices shall be paid by Leonard & Barrows, Inc., at Middleborough, for the work as there performed:

Side lasting:	*Per 12 Pairs*
Staple machine	$0.16
Long counters; extra	.08

By agreement of the parties this decision shall take effect as of January 2, 1929.

C. A. EATON COMPANY—BROCKTON

APRIL 4, 1929

In the matter of the joint application for arbitration of a controversy between the C. A. Eaton Company, shoe manufacturer of Brockton, and vampers. (10)

The Board awards that the following prices shall be paid by the C. A. Eaton Compan at Brockton, for the work as there performed:

	Per 24 Pai
Vamping pattern No. 501, one-needle machine:	
Two space rows and bar	$0.6(
Each extra row	.2(
Extra row, harness stitch	.2(

By agreement of the parties this decision shall take effect as of the date of beginnir the work in question.

COAL DEALERS—LYNN

MAY 14, 1929

In the matter of the joint application for arbitration of a controversy between Cotter Moran, Holder Coal Company, J. B. & W. A. Lamper, Lynn Coal Company, Mor Coal Company, Reed & Costolo and Sprague, Breed, Stevens & Newhall, Inc., Lynn, and employees. (12)

Having considered said application and heard the parties by their duly authoriz representatives concerning the work in question, its character, and the conditions und which it is performed, the Board awards that there shall be no change in the items co tained in the present working agreement submitted to the Board except as to hours employment. The Board awards that the hours of employment shall be on the ba of forty-eight hours per week; to be applied, unless the parties otherwise agree, by char ing the time for commencing work so that hereafter it shall be daily at 7.15 A. M.

By agreement of the parties this award is to be incorporated into a new agreement be executed by them and to be effective from April 18, 1929.

W. L. DOUGLAS SHOE COMPANY—BROCKTON

MAY 14, 192(

In the matter of the joint application for arbitration of a controversy between the W. Douglas Shoe Company of Brockton and solefasteners. (13)

The Board awards that $0.27 per 12 pairs shall be paid by the W. L. Douglas Sl Company at Brockton for stitching soles on the Littleway lock-stitch machine, as work is there performed.

By agreement of the parties this decision shall take effect as of the date of beginn the work in question.

COMMONWEALTH SHOE AND LEATHER COMPANY—WHITMAN

MAY 23, 192

In the matter of the joint application for arbitration of a controversy between the Comm wealth Shoe and Leather Company of Whitman and stitchers. (14)

The Board awards that the following prices shall be paid by the Commonwe Shoe and Leather Company at Whitman, for the work as there performed:

	Per 24 P
Stitching foxings (cemented on):	
Patterns Nos. 30, 13, 212, 15, 692, 69, 9, 65, 312:	
One-needle machine:	
One row	$0.2
Two rows	.4
Two-needle machine:	
Two rows	.2
Four rows	.4
Three-needle machine, three rows (United Shoe machine)	.6
Pattern No 20 oxford:	
One-needle machine:	
One row	.2
Two rows	.3
Two-needle machine:	
Two rows	.3
Four rows	.6
Three-needle machine, three rows (United Shoe machine)	.9

	Per 24 Pairs
Pattern No. 32 plug oxford:	
One-needle machine:	
One row	$0.4875
Two rows	.8625
Two-needle machine:	
Two rows	.52
Four rows	.9275
Three-needle machine, three rows (United Shoe machine)	.55
Pattern No. 983:	
One-needle machine:	
One row	.2525
Two rows	.505
Two-needle machine:	
Two rows	.285
Four rows	.57
Three-needle machine, three rows (United Shoe machine)	.3075
Pattern No. 79 lace oxford:	
One-needle machine:	
One row	.20
Two rows	.40
Two-needle machine:	
Two rows	.23
Four rows	.46
Three-needle machine, three rows (United Shoe machine)	.2625
Combination two-needle and three-needle machines, five rows	.5025
Three-needle machine, two operations, six rows	.525
Pattern No. 80; two-needle machine, two rows	.41
Patterns Nos. 101 lace oxford, 73 plug and 31 foxed:	
One-needle machine, two rows	.8625
Two-needle machine, four rows, two operations	.9275
Folding, Glass machine (no cementing):	
Top or quarter; lace oxford except lace-stay oxford	.14
Top or quarter; blucher oxford, Tuxedo tie, No. 90 Dixie, bal., English bal.	.19
Quarter; Nos. 71 blucher oxford, 171 blucher oxford, high blucher	.26
Quarter; blucher, English blucher	.22
Quarter; low lace-stay style (except foxed lace stays and white shoes or white with tan or black combination)	.20
Quarter and saddle, No. 183 saddle blucher oxford	.40
Top, including bar, No. 485 blucher	.40
Over back seam, No. 183 saddle blucher oxford	.0925

	Per 12 Pairs
Wheeling	[$0.05
Wheeling heelseats	.07

EASTERN MASSACHUSETTS STREET RAILWAY COMPANY—BOSTON

MAY 23, 1929

In the matter of the joint application for arbitration of a controversy between the Eastern Massachusetts Street Railway Company, hereinafter called the Company, and its employees, members of the Amalgamated Association of Street and Electric Railway Employees of America and its several divisions, numbered 174, 235, 238, 240, 243, 246, 249, 253, 261, 270, 280, 373, 473, 503 and 551, hereinafter called the Association. (15)

The Company and the Association have submitted to the Board for arbitration two very distinct methods for the final disposition of discipline cases; that is, cases involving the suspension or discharge of a member of the Association. This is the only issue presented and, in fact, is the only issue between the parties, they being in accord as to all the other terms to be inserted in the new agreement to be entered into between them.

For many years a written agreement has existed between the Company (including its predecessors) and the Association relative to hours, wages and working conditions, in which there has been a provision for the arbitration of discipline cases. Under this agreement representatives of the Association have the right to take up matters of discipline with representatives of the Company and, if no adjustment is reached, have the further right to appeal to the Company's labor representative. If, after following this procedure, the representatives of the Association feel that justice has not been done to a member, a referendum vote may be taken by the division to which the member

belongs on the question of submitting the matter to arbitration, and if a majority of the members vote in favor thereof, the matter can then be so submitted. The provision relative to the appointment of the arbitration board and its award is as follows:

> "The Board of Arbitration shall consist of three arbitrators, one to be chosen by the Company, one by the Association and the third to be agreed to by the two so selected. If the Company and the Association cannot agree upon the third arbitrator, the selection shall be referred to the president of the Association and the chairman of the Board of Public Trustees. The decision of the majority of said board, submitted in writing to the Company and the Association, shall be binding upon both parties."

This is the procedure which the Association seeks to have retained and embodied in the new agreement. The Company, however, insists that this provision should be changed so that, while the preliminary steps above referred to by which an adjustment is sought remain unchanged, the final decision in these cases would rest with the Trustees of the Company instead of being submitted to arbitration. At the request of the Board, the Company submitted a draft of the proposed change. It is as follows:

> "If a case is sufficiently meritorious and the executive board thinks that after following the above procedure justice to a member has not been done and they desire to recommend an appeal to the Board of Public Trustees, a report shall be made to each member of the exact nature of the grievance and referendum vote by ballot shall be taken by that division, giving every member of the division a right to vote upon the question of whether or not the case shall be appealed to the Board of Public Trustees.
>
> "If the ballot vote of the division shows that the majority of the members eligible to vote are in favor of appealing the grievance to the Board of Public Trustees, the secretary will so notify the Trustees in writing, certifying as to the number of votes cast for and against such appeal. It is agreed that the record of the number of votes will not be considered as a factor in the case by the Board of Public Trustees. After any such vote in favor of an appeal, the Board of Public Trustees will give a full hearing upon the case, at which the employee affected and his witnesses will be fully heard, and in such presentation he may be represented by union officials or by such counsel as he shall select. The decision of a majority of the Board of Public Trustees after such hearing shall be conclusive."

The Company is now operated (see Chapter 298 of the Acts of 1928) under the management and control of a board of three Trustees, two of whom were appointed by the Governor and one by the directors of the Company, thus continuing the public control, so called, of the Company which was originally established in 1919 for a period of ten years under the provisions of Chapter 188 of the Special Acts of 1918, the Trustees then being five in number, all appointed by the Governor. Two of the present Trustees have served continuously as such since originally appointed in 1919.

The relations of the Company and the Association appear to be based upon confidence, loyalty and a spirit of co-operation and that such is the condition generally was borne out by the testimony adduced at the hearing; the labor turnover of the Company, so far as the blue-uniform men are concerned, of one and one-tenth per cent being so small that the chairman of the Board of Trustees testified that the Company did not attempt to reckon it percentagely except when it became an issue. The average length of employment of these men was nineteen years and the Association stated that this Company had the lowest percentage of accidents of any in this commonwealth.

The evidence presented at the hearing disclosed that arbitration of discipline cases since the establishment of the present Company has been exercised only in cases of the discharge of members of the Association, a total of thirteen cases. Detailed evidence was given concerning eleven of these cases. While no contention was made that in numbers these cases were unduly excessive, yet pronounced criticism was offered by the Company relative to the procedure itself, the delay involved and some of the awards. The following is a brief summary of these eleven cases, two of which involved the discharge of the same employee.

The period of time from the date of discharge to the decision of the arbitration board was in one instance a month and a half, in another thirty-two months, while in the other nine cases the period varied from three to eighteen months. Taken as a whole, the average for the eleven cases approximated eleven and one-half months. However, in justice to the arbitration boards, it should be stated that the delay complained of occurred mainly before the hearings were commenced.

It was admitted by the parties that one of the chief causes of delay was in the selection of the third or neutral arbitrator, in one instance thirty-three, in another thirty and in still another twenty-one names being considered before a final choice was made. Evidence was also introduced relative to a discharge case in which arrangements had

been made to arbitrate but which for various reasons, after about three years and eight months, was adjusted by this employee being reinstated. While both the Company and the Association recognized that delays had occurred, neither attempted to place the blame upon the other, the Company's representative especially placing the blame upon the system itself. The representatives of the Association, however, felt that more co-operation by both parties (which they stated they would willingly give) would undoubtedly avoid any such delay in the future.

It appears that under this system the men appointed to the arbitration board by the Company and the Association have been what were termed partisans and, in fact, during the last few years the labor representative of the Company has been chosen by the Company and some one equally interested and associated with the Association has been chosen by them. In reality, the neutral appointee has been the real arbitrator. While, as stated by the Association, this system is in general practice in its numerous agreements with employers throughout the country and also in other lines of industry, the Board is not satisfied and, in fact, does not recognize that under similar provisions for choosing arbitrators in other lines of industry the practice is universal that partisans or persons directly interested are named by the respective parties.

The attention of the Board was called to the fact that the same method of arbitration of discipline cases which was in effect between the Boston Elevated, now operated by trustees under public control, and its employees, members of this Association, was changed in August or September of 1928 following a serious accident. The following new method of handling these cases was mutually agreed upon and is now in effect:

> "Any member of the Association in the employ of the Company who is suspended or discharged from the service, and after investigation is not found guilty of sufficient cause to warrant such action, shall be reinstated and paid for such time lost as may be decided upon, provided that during the public management and operation of the Company the final appeal by the Association in behalf of an employee who is suspended or discharged shall be to the Board of Trustees of the Boston Elevated, the decision of a majority of whom shall be conclusive, and shall not be subject to arbitration, except for personal bias, prejudice or bad faith, and if made the subject of arbitration, shall not be altered unless such bias, prejudice or bad faith is shown."

The following is a brief outline of the evidence presented and arguments offered by the Company in favor of its proposed method of dealing with discipline cases and in opposition to the present system. The responsibility for the management and control of the Company, being by law placed upon the Trustees, should carry with it a corresponding authority to have the final decision in discipline cases. The Trustees are appointed by the Governor with the advice and consent of the council and are subject to removal in the same manner, and any failure on the part of the Trustees to do justice to any member of the Association can be presented to the Governor for action. That the trustees of the Boston Elevated under the change made last year in their agreement with their employees, members of this Association, now have a similar right; that the present system is productive of delay, irritation and annoyance and is prejudicial to discipline; that it has resulted in the choice of a third person, commonly called the neutral arbitrator, who has generally been unacquainted with the requirements necessary in maintaining discipline, and in all cases with one exception has resulted in a choice of a different person with the result that the arbitration board has had no permanency.

The following is a brief reference to the evidence offered and arguments presented by the Association in support of retaining this system and in opposition to the proposed change. That it has been in effect, substantially in its present form, with this Company and its predecessors for approximately twenty-five years and has proved effective and satisfactory and is generally in effect throughout this country under numerous agreements between the Association and employers and is in use by other lines of industry and to adjust disputes between governments. That the Association members have come to look upon it as a safeguard against unjust action by the Company through its representatives, special reference being made to such of its inspectors as are called by the Association "secret-service men." That the cases arbitrated are not numerous, only meritorious cases being presented, the requirements of the Association itself acting as a deterrent. That the loyal spirit that prevails on the part of the employees and their co-operation with the representatives of the Company are the result of their faith in this system. The Association was very forcible in its contention that it was humanly impossible for the Trustees, by reason of their position, to deal with discipline cases as impartially and justly as an arbitration board under this system.

Having in mind the nature of the service rendered by the Company, involving as it does the welfare and safety of the traveling public as well as its employees, and that the responsibility for the management and control of the company rests upon three Trustees, a majority of whom are appointed by the Governor and subject to removal,

and also giving due consideration to the present system of dealing with discipline cases with the limitations and advantages attributed thereto, and with the knowledge that the members of this Association employed by the Boston Elevated have agreed with its trustees to a somewhat similar change in system dealing with discipline cases, the Board under all the circumstances is constrained, being limited to the approval of one of the two methods only, to award, and does award, that the change asked for by the Company shall be adopted.

The Board understands that under the terms of the submission the Company and the Association are to endeavor to agree upon the wording of the change. If, however, they are unable to agree, the matter of the wording is to be submitted to the Board for determination. The Board further understands that when the wording of this provision has been finally established, the same is to be incorporated as one of the terms of the new agreement to be entered into between the Company and the Association, to be effective from May 2, 1929, to May 1, 1930, both inclusive.

By a majority of the Board,

EDWARD FISHER, *Chairman.*

BRAINTREE SHOE COMPANY—BRAINTREE

JULY 24, 1929

In the matter of the joint application for arbitration of a controversy between the Braintree Shoe Company of Braintree and lasters. (21)

The Board awards that the following prices shall be paid by the Braintree Shoe Company at Braintree to lasters in its employ, for the work as there performed:

Operating No. 7 bed machine:

Men's shoes:	*Per 24 pairs*
Black leather	$0.96
Colored and patent leather	.98
Women's shoes	.90

By agreement of the parties this decision shall take effect as of June 29, 1929.

CITY FUEL COMPANY—BOSTON

AUGUST 8, 1929

In the matter of the joint application for arbitration of a controversy between the City Fuel Company of Boston, member of the Coal Exchange, and employees, members of Local No. 74 of the International Union of Steam and Operating Engineers. (23)

The issue presented to the Board is whether or not the City Fuel Company was within its rights on March 28, 1929, in reducing the wages of the engineers in its employ. It appeared from the evidence that at the time of this reduction a written agreement existed between the Coal Exchange, of which the City Fuel Company was a member, and their engineers, members of Local No. 74, which agreement expired March 31, 1929, but was renewed for a further period of one year with the same provision, so far as the issue here presented is concerned, as the previous agreement. Under this agreement the wage to be paid to engineers is specified. Previous to March 28 the engineers employed by the City Fuel Company had been paid a wage in excess thereof.

The company contended it was within its rights in reducing their wages to the amount specified in the agreement. The representatives of the engineers contended that under the terms of the agreement if any of their membership were receiving a wage in excess of the amount specified in the agreement they should continue to receive the same. Article 6 of the agreement provides as follows:

> "Engineers or assistants who are receiving more than the minimum rate of wages shall be subject to an increase in wages equal to that between the old and new agreement."

This provision, the Board understands, has for some years been incorporated in previous agreements and it seems apparent that under the terms thereof the parties themselves recognize that either some engineers were receiving, or may during the life of the agreement receive, wages in excess of that specified therein. Under these circumstances the Board awards that under the terms of the agreement the City Fuel Company had no right to reduce the wages of these engineers.

By agreement of the parties this decision is to take effect as of March 28, 1929.

SHOE MANUFACTURERS—BROCKTON

AUGUST 20, 1929

In the matter of the joint applications for arbitration of a controversy between the W. L. Douglas Shoe Company (Factory No. 5), Field & Flint Company, C. E. Lynch Shoe Manufacturing Company and E. E. Taylor Corporation, of Brockton, and heelseat-nailers. (16–18, 20)

The Board awards that $0.085 per 24 pairs shall be paid by the above-named manufacturers at Brockton for heelseat-nailing with machine using fibre peg, as the work is there performed.

By agreement of the parties this decision shall take effect as of the date of filing of application.

STACY-ADAMS COMPANY—BROCKTON

AUGUST 20, 1929

In the matter of the joint application for arbitration of a controversy between the Stacy-Adams Company of Brockton and heelseat-nailers. (19)

The Board awards that $0.11 per 24 pairs shall be paid by the Stacy-Adams Company at Brockton for heelseat-nailing with machine using fibre peg, as the work is there performed.

By agreement of the parties this decision shall take effect as of the date of filing of application.

GEORGE E. KEITH COMPANY—BROCKTON

AUGUST 22, 1929

In the matter of the joint application for arbitration of a controversy between the George E. Keith Company, of Brockton, and repairers. (22)

The Board awards that there shall be no change in the price now paid by the George E. Keith Company in its No. 3 factory at Brockton for repairing women's white turned shoes, as the work is there performed.

COMMONWEALTH SHOE AND LEATHER COMPANY—WHITMAN

SEPTEMBER 24, 1929

In the matter of the joint application for arbitration of a controversy between the Commonwealth Shoe and Leather Company of Whitman and skivers. (24)

The Board awards, in the factory of the Commonwealth Shoe and Leather Company at Whitman, that there shall be no change in the classification of Scotch grain.

L. Q. WHITE SHOE COMPANY—BRIDGEWATER

SEPTEMBER 5, 1929

In the matter of the joint application for arbitration of a controversy between the L. Q. White Shoe Company of Bridgewater and lasters. (29)

The Board awards that the following prices shall be paid by the L. Q. White Shoe Company at Bridgewater, for the work as there performed:

	Per 24 Pairs
Operating No. 5 machine:	
Factory B:	
Low toe:	
Dull leather	$0.80
Colored leather	.80
Patent leather	.94
Patent tip	.83
High toe:	
Dull leather	.835
Colored leather	.835
Patent leather	1.04
Patent tip	.88
Factory A:	
Green- and white-tag grades:	
Low toe:	
Dull leather	.815
Colored leather	.815
Patent leather	1.04
Patent tip	.99
High toe:	
Dull leather	.91
Colored leather	.91
Patent leather	1.15
Patent tip	1.04

GEORGE E. KEITH COMPANY—MIDDLEBOROUGH

OCTOBER 1, 1929

In the matter of the joint application for arbitration of a controversy between the George E. Keith Company, shoe manufacturer of Middleborough, and treers. (34)

The Board awards that there shall be no change in the prices paid by the George E. Keith Company at Middleborough for the items of treeing submitted, as there performed, except that $0.05 per 12 pairs extra shall be paid for treeing shoes with flap and buckle.

JOSEPH F. CORCORAN SHOE COMPANY—BROCKTON

OCTOBER 1, 1929

In the matter of the joint application for arbitration of a controversy between the Joseph F. Corcoran Shoe Company of Brockton and welters. (25)

The Board awards that there shall be no change in the prices paid by the Joseph F. Corcoran Shoe Company at Brockton for the items of welting submitted, as there performed.

OCTOBER 1, 1929

In the matter of the joint application for arbitration of a controversy between the Joseph F. Corcoran Shoe Company of Brockton and edgemakers. (30)

The Board awards that there shall be no change in the price paid by the Joseph F. Corcoran Shoe Company at Brockton for edgetrimming, including jointing, as the work is there performed.

DOYLE SHOE COMPANY—BROCKTON

OCTOBER 1, 1929

In the matter of the joint application for arbitration of a controversy between the Doyle Shoe Company of Brockton and stitchers. (26)

The Board awards that the following prices shall be paid by the Doyle Shoe Company at Brockton, for the work as there performed:

Stitching tips, Union Special machine, one operation:	*Per 12 Pairs*
Five rows, space	$0.0675
Six rows, space	.0725
Stitching and holding tongue to oxford quarter lining	.025

By agreement of the parties this decision shall take effect as of the date of introduction of the new method.

BOND SHOE MANUFACTURING CORPORATION—LYNN

NOVEMBER 7, 1929

In the matter of the joint application for arbitration of a controversy between the Bond Shoe Manufacturing Corporation of Lynn and stitchers. (36)

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards that the shoes in question, in the factory of the Bond Shoe Manufacturing Corporation at Lynn, shall not be charged to the fancy stitchers.

DOYLE SHOE COMPANY—BROCKTON

NOVEMBER 7, 1929

In the matter of the joint applications for arbitration of a controversy between the Doyle Shoe Company of Brockton and lasters. (32–33)

The Board awards that the following prices shall be paid by the Doyle Shoe Company at Brockton for the work as there performed:

	Per 24 Pairs
Side lasting, staple machine	$0.36
Crowning	.09
Steaming boxes, separately (unattached)	.03
Assembling	.28

By agreement of the parties the decision as to crowning shall take effect as of July 1, 1929.

NOVEMBER 7, 1929

In the matter of the joint application for arbitration of a controversy between the Doyle Shoe Company of Brockton and finishers. (35)

The Board awards that $0.0925 per 12 pairs shall be paid by the Doyle Shoe Company at Brockton for scouring bottoms, one paper, with pinwheel and naumkeag attached.

By agreement of the parties this decision shall take effect as of October 1, 1929.

STACY-ADAMS COMPANY—BROCKTON

NOVEMBER 7, 1929

In the matter of the joint application for arbitration of a controversy between the Stacy-Adams Company, shoe manufacturer of Brockton, and finishers. (27)

The Board awards that there shall be no change in the prices paid by the Stacy-Adams Company at Brockton for the items of work submitted, as there performed.

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